

## GOVERNMENT OF PUDUCHERRY

## LABOUR DEPARTMENT

(G.O. Rt. No. 139/Lab./AIL/J/2012, dated 23rd August 2012)

## NOTIFICATION

Whereas, the Award in I.D. No. 3 of 2008, dated 13-6-2012 of the Labour Court, Karaikal in respect of the industrial dispute between the management of M/s. Arignar Anna T.R. Pattinam Primary Agricultural Co-operative Bank Limited, Karaikal and Thiru S. Ramadass over non-employment has been received;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947) read with the notification issued in Labour Department's G.O. Ms. No. 20/91/Lab./L, dated 23-5-1991, it is hereby directed by Secretary to Government (Labour) that the said Award shall be published in the official gazette, Puducherry.

(By order)

G. SRINIVAS,

Joint Secretary to Government (Labour).

## BEFORE THE LABOUR COURT, KARAİKAL

*Present :* Tmt. R. MARGARET ROSALINE, M.L.,  
Presiding Officer,  
District Judge.

*Wednesday, the 13th day of June 2012*

## I.D. No. 3/2008

S. Ramadass .. Petitioner

*Versus*

Arignar Anna T.R. Pattinam  
Agricultural Co-operative Bank  
Limited, F 116, T.R. Pattinam .. Respondent

This petition coming on 4-6-2012 for final hearing before me in the presence of Thiruvalargal V. Govindasamy, M. Uma Maheswari and J. Senthil Raghavan, Advocates for the petitioner, Thiru G. Baskaran, Advocate for the respondent, upon hearing both sides and perusing the case records and having stood over for consideration till this day, this court passed the following:

## AWARD

This is a reference made by the Labour Department to adjudicate the following issues:

(a) Whether the dispute raised by Thiru S. Ramadass against the management of M/s. Arignar Anna T.R. Pattinam Primary Agricultural Co-operative Bank Limited, T.R. Pattinam, Karaikal over his non-employment is justified or not?

(b) If not, to what relief, Thiru S. Ramadass is entitled to?

(c) To compute the relief, if any, awarded in terms of money, if it can be so computed?

2. The following are the averments found in the claim statement :

The petitioner is an employee worked as Peon in the respondent's concern since 1-2-2000 earning a sum of ₹ 2,340 per month calculating daily wage at ₹ 90. All of a sudden this amount was reduced to ₹ 60 without any reason. Therefore, he refused to receive the wage for the month of June 2005 for which the respondent gave a notice to the petitioner. The petitioner replied suitably. Hence, he approached the Labour Officer, Karaikal to settle the matter. The Labour Officer, Karaikal sent a notice fixing the date of enquiry on 7-4-2007. On receipt of the same, the respondent got irritated and terminated the petitioner *vide* dismissal order, dated 31-1-2007. The termination notice was sent along with a demand draft for a sum of ₹ 2,640 as one month salary. The petitioner returned the demand draft and approached the Labour Officer, Karaikal for remedy. As the settlement could not be arrived, the matter was referred for adjudication. The dismissal order is *mala fide* and under the colour of retrenchment. The petitioner was working continuously for more than seven years and his termination order is without any basis or reason. As the respondent got irritated the order of termination was passed without seeking the permission under section 33 (1) of Industrial Disputes Act. During the conciliation proceedings even the respondent has not complied with the mandatory requirements under section 25 (f) of Industrial Disputes Act. The petitioner is suffering from hardship due to non-employment. Hence he prayed for reinstatement along with back wages from 1-2-2007 calculating the monthly wage of ₹ 2,340 with all attended benefits.

3. The respondent bank filed its counter with the following averments :

The respondent is governed by the provision of Co-operative Societies Act and as such the petitioner ought to have approached the authorities under the said Act instead of instituting the dispute under the Industrial Disputes Act. The respondent engaged various employees on regular basis and according to its requirement it engaged some employee on temporary basis. The petitioner is one such employee who was engaged on daily wage basis

as Peon. Though the petitioner was temporary employee, he frequently absented himself from the work without any prior permission. The petitioner is entitled for a period of 12 days casual leave every year. Even complaints were received with regard to the conduct of the petitioner from the various customers and also from other co-employee. As the respondent's bank suffered loss in order to curtail the expenses during the month of January 2007, the total strength of staff was reduced to 5. The bank attender is directed to do the work of the petitioner. In order to reduce the expenses of the bank, the petitioner was offered reduced salary and when his service is no longer required he was terminated. He was not terminated as he has filed industrial dispute. Section 33(1) of Industrial Disputes Act is not applicable to the present case as the petitioner was not terminated for any misconduct. He was terminated as the post of Peon was abolished. The respondent has not engaged any other person. The petitioner is also gainfully employed after the termination. If at all the petitioner is entitled to any relief in this dispute, the petitioner may not be granted the relief of reinstatement as it will gravely prejudice the present financial condition of the respondent. Hence, the respondent bank prayed for dismissal of the petition with costs.

4. *Now the points for determination are :*

(a) Whether the non-employment of the petitioner due to retrenchment order passed by the respondent management is justifiable or not?

(b) If not, to what relief, the petitioner is entitled to?

*On these pleadings :*

5. In order to substantiate his claim, the petitioner examined himself as PW.1 and marked Exs. P1 to P11 and one another witness has been examined as PW.2 and marked Exs. P12 to P17. On the side of the respondent, one witness has been examined as RW. 1 and Ex. M1 to M7 were marked through him.

6. *Point Nos. 1 and 2 :*

The contention of the petitioner is that he was employed as a Peon by way of daily wages earning ₹ 1,040 initially in the respondent bank since 1-2-2000. On the other hand the contention of the respondent is that the petitioner was engaged on temporary basis as Peon. However, the counter statement of the respondent reveals that the petitioner is entitled for casual leave for 12 days per year. If so, the contention that the petitioner is a temporary employee is without force. Admittedly the petitioner was retrenched as excess hand and while terminating the services of the petitioner he was paid one month salary. Further the contention of the respondent is that section 25(f) of Industrial Disputes Act is not applicable as the petitioner was employed only on temporary basis. However, RW. 1

during his cross-examination has admitted that the respondent bank has accepted to pay compensation to the petitioner. So it can be presumed that the petitioner is a permanent employee and he is entitled for benefits under section 25(f) of Industrial Disputes Act. The respondent's allegation against the petitioner regarding the absence during his service is immaterial as the petitioner was not terminated after a departmental enquiry regarding his absence. The learned counsel for the petitioner has filed his written argument with the following contention:

In case of termination of an employee on the ground of measure to reduce the expenditure of the respondent bank, it is condition precedent and mandatory to follow the procedure provided under section 25(f) of the Industrial Disputes Act.

7. Admittedly one month notice was not given. Therefore, the respondent is expected to comply with the requirements of section 25(g) of Industrial Disputes Act at the time of retrenchment. Ex.P6 itself reveals that the petitioner was retrenched on 31-1-2007 and only one month salary to the tune of ₹ 2,640 was sent along with his retrenchment order and the same is evident from Ex.P7 which was returned on 21-6-2007 after lapse of about four months after he has received the order of retrenchment. It is a settled law that unless the requirement under section 25(f) is not complied before retrenchment it will not be a valid retrenchment. In *Ramesh Kumar Versus State of Haryana - 2010-2-SCC-543*, the Hon'ble Apex court has held that if an employee has completed 240 days of service in preceding 12 months his service cannot be terminated without giving notice or compensation *in lieu of* it in terms of section 25(f) of Industrial Disputes Act.

8. In the present case, the respondent's contention is that the petitioner has not completed 240 days in the preceding year but has stated that section 25(f) of Industrial Disputes Act is not applicable. The respondent bank contended in its counter statement that the petitioner was terminated as his service was no longer required and the expenses of the bank was sought to be reduced. Therefore, it is evident that the petitioner is entitled for benefits under section 25(f) of Industrial Disputes Act. Admittedly the respondent has sent only ₹ 2,640 as the salary of one month. Therefore, the retrenchment of the petitioner is found to be illegal. As such the cited case law is squarely applicable to the present case and the petitioner is entitled for reinstatement with continuity of service.

9. In view of the above discussions Point No.1 is answered in favour of the petitioner as against the respondent to the effect that the non-employment of the petitioner due to retrenchment order passed by the respondent management is not justifiable.

10. In view of the findings in Point No. 1, this court is of opinion that the petitioner is entitled for reinstatement into the service from the date of his retrenchment with continuity of service. Hence, Point No. 2 is answered in favour of the petitioner as against the respondent, to the effect that the petitioner is entitled for reinstatement with continuity of service. Considering the financial status of the respondent bank 25% of back wages is ordered to be paid.

In the result, the petition is allowed directing the respondent to reinstate the petitioner into service forthwith, with 25% of back wages and continuity of service.

Dictated to the Stenographer, transcribed by her, corrected and pronounced by me in the open court on this 13th day of June 2012.

**R. MARGARET ROSALINE,**  
Presiding Officer, Labour Court,  
Karaikal.

*Petitioner's witnesses :*

PW. 1 — S. Ramadass

PW. 2 — D. Dayanithi

*Respondent's witness :*

RW. 1 — Velupillai

*Petitioner's exhibits :*

Ex.P1 — 12-11-2010 Certificate issued by the Registrar of Co-operative Societies, dated 18-4-2005.

Ex.P2 — 12-11-2010 Notice issued to the petitioner, dated 6-7-2005.

Ex.P3 — 12-11-2010 Letter sent by the petitioner to the respondent, dated 9-7-2005.

Ex.P4 — 12-11-2010 Letter sent by the petitioner to the respondent, dated 9-11-2006.

Ex.P5 — 12-11-2010 Letter given by the petitioner to the Labour Conciliation Officer, Karaikal, dated 4-12-2006.

Ex.P6 — 12-11-2010 Dismissal order, dated 31-1-2007.

Ex.P7 — 12-11-2010 Letter sent by the petitioner to the respondent, dated 21-6-2007.

Ex.P8 — 12-11-2010 Preliminary objection filed by the respondent, dated 11-6-2007.

Ex.P9 — 12-11-2010 Notice given by the Conciliation Officer, dated 10-7-2007.

Ex.P10 — 12-11-2010 Counter filed by the petitioner, dated 12-6-2002.

Ex.P11 — 12-11-2010 Conciliation failure report, dated 25-3-2008.

Ex.P12 — 5-11-2011 Letter of authorisation, dated 5-1-2011.

Ex.P13 — 5-11-2011 Letter in original given by the petitioner to the Labour Conciliation Officer, Karaikal, dated 4-12-2006.

Ex.P14 — 5-11-2011 Enquiry report

Ex.P15 — 5-11-2011 Letter in original given by the petitioner to the Labour Conciliation Officer, Karaikal, dated 12-3-2007.

Ex.P16 — 5-11-2011 Preliminary objection filed by and on behalf of the respondent management.

Ex.P17 — 5-11-2011 Counter submitted by the petitioner for preliminary objection filed by the respondent.

*Respondent's exhibits :*

Ex.M1 — 29-6-2011 Certified copy of the respondent bank's Balance Sheet as on 31-3-2004.

Ex.M2 — 29-6-2011 Certified copy of letter given by the Manager to the President of the respondent bank.

Ex.M3 — 29-6-2011 Certified copy of resolutions dated 21-12-2006.

Ex.M4 — 29-6-2011 Certified copy of resolutions dated 29-1-2007.

Ex.M5 — 29-6-2011 Attendance register

Ex.M6 — 29-6-2011 Attendance register

Ex.M7 — 29-6-2011 Employee list of respondent bank.

**R. MARGARET ROSALINE,**  
Presiding Officer, Labour Court,  
Karaikal.

GOVERNMENT OF PUDUCHERRY

**LABOUR DEPARTMENT**

(G.O. Rt. No. 142/Lab./AIL/J/2012, dated 23rd August 2012)

NOTIFICATION

Whereas, the Award in I.D. No. 5 of 2005, dated 21-6-2012 of the Labour Court, Karaikal in respect of the industrial dispute between the management of M/s. Soundararaja Mills Limited, Nedungadu and Thiru R.R. Rajendiran over termination of his service has been received;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947) read with the notification issued in Labour Department's G.O. Ms. No. 20/91/Lab./L, dated 23-5-1991, it is hereby directed by Secretary to Government (Labour) that the said Award shall be published in the official gazette, Puducherry.

(By order)

**G. SRINIVAS,**  
Joint Secretary to Government (Labour).

### BEFORE THE LABOUR COURT, KARAIKAL

*Present :* Tmt. R. MARGARET ROSALINE, M.L.,  
Presiding Officer,  
District Judge.

*Thursday, the 21st day of June 2012*

**I.D. No. 5/2005**

R.R. Rajendiran,  
S/o. Rajamanikam,  
Melaparuthikudi,  
Nedungadu .. Petitioner

*Versus*

M/s. Soundararaja Mills,  
Nedungadu, Karaikal .. Respondent

This petition coming on 4-6-2012 for final hearing before me in the presence of N. Ramar, authorised representative for the petitioner, Thiruvallargal M. Ilanchezhian and R.Thambiraj, Advocates for the respondent, upon hearing both sides and perusing the case records and having stood over for consideration till this day, this court passed the following :

### AWARD

This is a reference made by the Labour Department, Puducherry in G.O. Rt. No. 168/2005/Lab./AIL/J, dated 31-8-2005 to adjudicate the following issues :

(a) Whether the claim of the employment of Thiru R.R. Rajendiran from the management of M/s. Soundararaja Mills Limited, Karaikal is justified?

(b) To what relief, the workman is entitled to?

(c) To compute the relief, if any, awarded in terms of money if it can be so computed?

2. The following are the averments found in the claim statement:

The petitioner was a workman of the respondent mill since 1990 engaged in comber department. On 29-10-1994 after attending his second shift work around 11.00 p.m. he was about to leave the work, at that time, the supervisor, one Ramesh asked him to attend overtime work in third shift also. The petitioner replied that he was required to attend the work of the marriage of his brother to be held on 31-10-1994 and he also represented that he has given leave letter for two days. In spite of this, the then supervisor ordered him to do the overtime and then refused to give ticket card unless he worked overtime. Therefore the petitioner was compelled to return to home without receiving his ticket. On 11-11-1994 when the petitioner went to mill, the supervisor refused to engage him and asked him to meet the Manager. The Manager called explanation for non-attending of the overtime and asked to come after ten days on refusing work. When the petitioner went to receive the deepavali bonus, he was compelled by the Labour Officer Suphraj to resign his post by giving letter and get bonus. The petitioner refused and returned without receiving bonus. Again on 13-11-1994 he went to the mill to attend his work but he was not permitted to do so. Therefore, on 30-3-1995 the petitioner gave a letter to the Labour Conciliation Officer, Karaikal referring the non-employment of the petitioner. As the post of Labour Officer was vacant for three years, no action was taken. Again on 12-2-2001, the petitioner gave another letter to the Labour Officer, Karaikal to resume the conciliation. The Labour Officer, Karaikal on 30-3-2001 sent a letter to the petitioner stating that the petitioner has resigned his employment and he cannot raise the dispute. On 10-4-2011 the petitioner gave a reply stating that he had not resigned the post and he had not received any reply from the Labour Officer, Karaikal. Then the matter was referred to this court. The petitioner's last drawn salary was ₹ 751. Hence the claim.

3. The respondent management filed its counter with the following averments:

The petitioner is not a worker. Hence, he has not competent to raise the dispute. Section 2(a) of the Industrial Disputes Act can be invoked by a worker only if he is discharged, dismissed, retrenched or his service is terminated. The petitioner was working as Badli on consolidated daily wages. As he submitted his resignation letter, dated 13-9-1994 and the resignation was accepted, the petitioner was relieved from his service on 16-11-1994. Subsequently, the petitioner did not turn up. A sum of ₹ 39.58 was due to the petitioner as wages, which was adjusted against the balance cloth advance loan of ₹ 484.60. After the adjustment, a sum of ₹ 445.02

is recoverable from the petitioner. Since it is a case of voluntary resignation, the petition is liable to be rejected. The petitioner has resigned his job voluntarily by letter, dated 13-9-1994 and referring the dispute on 12-2-2001 is not maintainable after six years. It is not correct to say that he has risen a dispute by letter, dated 30-3-1995 and it was absolutely baseless and false. He has raised a dispute by filing application on 12-2-2001 which was rejected by the Labour Officer (Conciliation), Karaikal. After keeping silent about 23 months, he raised another dispute before the Labour Officer (Conciliation), Karaikal on 3-2-2003 which has been referred to this court for adjudication. He was never prevented from doing his work on 11-11-1994 as he had submitted his resignation letter, dated 13-9-1994 itself. The Labour Officer himself has stated that no letter was addressed to him on 30-3-1995 as alleged by the petitioner. All the allegations made by the petitioner in the claim statement is baseless and incorrect and contrary to the fact. As such they are liable to be rejected. Hence, the respondent prayed to dismiss the dispute with costs.

4. *Now the points for determination are:*

(a) Whether the non-employment of the petitioner is justified or not?

(b) If not, to what relief, the petitioner is entitled to?

*On these pleadings :*

5. In order to substantiate his claim, the petitioner examined himself as PW.1 and marked Exs. P1 to P12. On the side of the respondent, one witness has been examined as RW.1 and Ex.R1 to R17 were marked through him.

6. *Point Nos. 1 and 2 :*

The case of the respondent management is that the petitioner has resigned his job on 13-11-1994. On the other hand, the contention of the petitioner is that he was prevented from doing the work on 11-11-1994. Again on 13-11-1994, he was prevented from entering the mill. The petitioner in order to fortify his claim has marked Ex.P1, a letter dated 30-3-1995 sent to the Labour Officer (Conciliation), Karaikal. The perusal of Ex.P1 reveals that the petitioner has stated that he was prevented from doing the job from the month of October 1994. Though the respondent has totally denied the existence of Ex.P1, the perusal of Ex.P2 reveals that then Labour Officer (Conciliation), Karaikal has addressed a letter to the petitioner himself stating that the petitioner has resigned his job by giving a resignation letter on 13-9-1994. As such the contract of service has been terminated on 13-9-1994 itself. Ex.P3 reveals that the petitioner has replied to the Labour Officer (Conciliation), Karaikal stating that he

has not resigned the post as alleged by the management. The perusal of Ex.P4 reveals that the petitioner has written a letter to the Labour Officer (Conciliation), Karaikal on 3-12-2003 seeking for his remedy. Ex.P5 is a letter, dated 31-3-2003 sent by the respondent management which reveals that the petitioner has received the acceptance letter of the management for the resignation letter submitted by the petitioner on 14-11-1994. It also reveals that a reference made by the petitioner was dismissed as such reference after two years of dispute is not maintainable. Ex.P6 reveals that it is another copy of Ex.P1. Ex.P7 is also another copy of Ex.P3. Ex.P8 is also another copy of Ex.P4. Ex.P9 is a letter given to the Labour Officer (Conciliation), Karaikal on 30-7-2003 questioning the resignation submitted by him and order of closing of the reference made by the then Labour Officer (Conciliation), Karaikal. Ex.P10 is a letter, dated 30-7-2003 addressed to the Secretary, Labour Department, Puducherry. Ex.P11 is also a letter, dated 30-7-2003 addressed to the Chief Secretary, Government of Puducherry. Ex.P12 is the marriage invitation of one Karthikesan and Latha.

7. On the other hand, the respondent has marked a copy of alleged resignation letter given by the petitioner in Ex.R3. PW.1 during his cross-examination before this court has admitted that he was appointed as Badli on 8-11-1993. Further PW.1 has admitted his signature in Ex.R3, which is a resignation letter of the petitioner. Though the petitioner has alleged that he has given a letter to the Labour Officer (Conciliation), Karaikal through Ex.P1, dated 30-3-1995, he has not chosen to produce any documentary evidence to show that he has given Ex.P1 to the Labour Officer (Conciliation), Karaikal. In his chief examination, PW.1 has stated that on 30-11-1994, he had given a letter to the Labour Officer (Conciliation), Karaikal for reinstatement. Even the petitioner has not chosen to produce a copy of letter, dated 30-11-1994. Even in Ex.P1, PW.1 has not stated that he was compelled to give resignation letter by the then General Manager. Therefore, the contention of the petitioner that during October 1994 he was prevented from entering into the office is untenable. Even in Ex.P1, the petitioner has not averred about the resignation which he was compelled to give.

8. The learned counsel for the respondent management has submitted citation under Evidence Act and Civil Procedure Code, which is not applicable to the present case. Though the respondent management has stated that the resignation letter given by the petitioner has been accepted by the management through Ex.R17, there is no evidence to show Ex.R17 was served on the petitioner.

9. In view of the above discussion, this court is of opinion that the respondent management has not proved that the petitioner has resigned his job and

received all his terminal benefits. Hence, this court is of opinion that the management has not proved that the petitioner has resigned his post. In view of the above discussion, this point is answered to the effect that the non-employment of the petitioner is not justified.

10. In view of the findings in point No. 1, this court is of opinion that the non-employment of the petitioner is not justifiable and he is entitled for the reinstatement. However, considering the strained relationship between the petitioner and the respondent management, instead of reinstatement, the petitioner can be compensated with damages. Considering the circumstances of the case, the respondent management is directed to pay a sum of ₹ 75,000 towards compensation instead of reinstatement and back wages to the petitioner. Hence, this point is answered accordingly.

In the result, the respondent management is directed to pay a sum of ₹ 75,000 to the petitioner as damages, considering the circumstances of the case, there is no order as to costs.

Dictated to the Stenographer, transcribed by her, corrected and pronounced by me in the open court on this 21st day of June 2012.

**R. MARGARET ROSALINE,**  
Presiding Officer, Labour Court,  
Karaikal.

*Petitioner's witnesses :*

PW. 1 — R.R. Rajendiran

*Respondent's witnesses :*

RW. 1 — A. John Amalraj

*Petitioner's exhibits :*

- Ex.P1 — 3-1-2008 Letter given by the petitioner to the Labour Officer, Karaikal, dated 30-3-1995.
- Ex.P2 — 3-1-2008 Copy of Letter written by the Labour Officer, Karaikal, dated 31-3-2001.
- Ex.P3 — 3-1-2008 Copy of Letter given by the petitioner, dated 10-4-2004.
- Ex.P4 — 3-1-2008 Copy of Letter given by the petitioner to the Labour Officer, Karaikal, dated 3-2-2003.
- Ex.P5 — 3-1-2008 Copy of reply letter given by the respondent, dated 31-3-2003.
- Ex.P6 — 16-11-2010 Xerox copy of letter given by the petitioner to the Labour Officer, Karaikal, dated 30-3-1995.

- Ex.P7 — 16-11-2010 Copy of letter given by the petitioner, dated 10-4-2004.
- Ex.P8 — 16-11-2010 Copy of letter given by the petitioner to the Labour Officer, Karaikal, dated 3-2-2003.
- Ex.P9 — 16-11-2010 Copy of letter dated 30-7-2003 given by the petitioner to the Labour Officer, Karaikal.
- Ex.P10 — 16-11-2010 Copy of letter dated 30-7-2003 given by the petitioner to the Law Secretary, Puducherry.
- Ex.P11 — 16-11-2010 Copy of letter dated 30-7-2003 given by the petitioner to the Chief Secretary, Puducherry.
- Ex.P12 — 16-11-2010 Marriage invitation

*Respondent's exhibits :*

- Ex.R1 — 29-11-2010 Copy of certificate, dated 1-11-1993 issued by the respondent to the petitioner for completion of apprenticeship training.
- Ex.R2 — 29-11-2010 Copy of letter, dated 8-11-1993 given by the petitioner to recruit him as Badli.
- Ex.R3 — 29-11-2010 Copy of resignation letter, dated 13-11-1994 given by the petitioner to the Labour Officer, Karaikal.
- Ex.R4 — 29-11-2010 Copy of letter dated 12-2-2001 given by the petitioner to the Labour Officer (Conciliation), Karaikal.
- Ex.R5 — 29-11-2010 Copy of letter dated 3-2-2003 given by the petitioner to the Labour Officer (Conciliation), Karaikal.
- Ex.R6 — 29-11-2010 Copy of letter dated 30-12-2003 submitted by the petitioner to the Labour Officer, Karaikal.
- Ex.R7 — 29-11-2010 Copy of reply dated 24-4-2004 submitted by the respondent.
- Ex.R8 — 7-6-2011 Copy of attendance register in respect of the petitioner for October and November 1994.
- Ex.R9 — 7-6-2011 Copy of reply dated 2-3-2001 filed by the respondent before Labour Officer (Conciliation), Karaikal.
- Ex.R10 — 7-6-2011 Copy of letter dated 21-3-2001 issued by the Labour Officer (Conciliation), Karaikal.

- Ex.R11 — 7-6-2011 Copy of reply dated 23-3-2001 filed by the respondent to the Labour Officer (Conciliation), Karaikal alongwith copies of documents.
- Ex.R12 — 7-6-2011 Copy of letter dated 31-3-2001 issued by the Labour Officer, (Conciliation) Karaikal to the petitioner and respondent for closing 2A petitioner.
- Ex.R13 — 7-6-2011 Copy of reply dated 31-3-2003 submitted by the respondent to the Labour Officer, Karaikal.
- Ex.R14 — 7-6-2011 Copy of letter dated 16-7-2003 sent by the Labour Officer, Karaikal to the respondent for production of documents.
- Ex.R 15 — 7-6-2011 Copy of reply dated 19-7-2003 sent by the respondent to the Labour Officer, Karaikal furnishing the copy of records.
- Ex.R16 — 7-6-2011 Copy of failure report dated 12-8-2004 given by the Labour Officer, Karaikal.
- Ex.R17 — 7-6-2011 Copy of resignation acceptance letter dated 14-11-1994 submitted by the petitioner.

**R. MARGARET ROSALINE,**  
Presiding Officer, Labour Court,  
Karaikal.

**GOVERNMENT OF PUDUCHERRY**  
**LABOUR DEPARTMENT**

*No. 315/PBCWWB/RSBY/2012.*

*Puducherry, the 24th August 2012.*

**ORDER**

In the scheme of Rashtriya Swasthya Bima Yojana (RSBY), in order to attend to the grievances of various stakeholders at different levels under the Grievance Redressal System a three-tier structure in the form of Grievance Redressal Committee has been set up as District Grievance Redressal Committee (DGRC), State Grievance Redressal Committee (SGRC) and National Grievance Redressal Committee (NGRC).

2. Accordingly, a District Grievance Redressal Committee (DGRC) at District level and State Grievance Redressal Committee (SGRC) at State level is constituted with composition as under:-

**I. District Grievance Redressal Committee (DGRC):**

- (a) Commissioner of Labour . . Chairman  
(b) Divisional Manager, . . Member  
M/s. United India Insurance  
Company Limited.  
(c) Labour Officer (Welfare Board) . . Member  
(d) Labour Officer (PULWS) . . Member  
(e) District Key Manager . . Convenor

**II. State Grievance Redressal Committee (SGRC):**

- (a) Secretary to Government (Labour) . . Chairman  
(b) Commissioner of Labour . . Convenor  
(c) M/s. United India Insurance . . Member  
Company Limited.  
(d) Labour Officer (Welfare Board) . . Member  
(e) Labour Officer (PULWS) . . Member  
(f) District Key Manager . . Member

The grievances will be settled in the following way:

**(i) Grievance of a beneficiary:**

If a beneficiary has a grievance on issues relating to enrolment or hospitalization against the insurance company, hospital or their representatives, beneficiary will approach DGRC. The DGRC should take a decision within 30 days of receiving the complaint. If either of the parties is not satisfied with the decision, they can appeal to the SGRC. The SGRC shall decide the appeal within 15 days of receiving the appeal. The decision of the SGRC on such issues will be final.

**(ii) Grievance of a hospital:**

If a hospital has any grievance with respect to beneficiary, insurance company or their representatives, the hospital will approach the DGRC. The DGRC should be able to reach a decision within 30 days of receiving the complaint. If either of the parties is not satisfied with the decision, they can go to the SGRC which shall take a decision within 15 days of receipt of appeal. The decision of the committee shall be final.

**(iii) Grievance of an insurance company:**

**Grievance against FKO –**

If an insurance company has any grievance with respect to beneficiary or Field Key Officer, it will approach the DGRC. The DGRC should take a decision within 30 days of receiving the complaint. If either of the parties is not satisfied with the decision, they can appeal to the SGRC. The SGRC shall decide the appeal within 15 days of receiving the appeal. The decision of the SGRC on such issues will be final.